



**TWO LAKES
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
APRIL 24, 2025
6:00 P.M.**

Special District Services, Inc.
8785 SW 165th Avenue, Suite 200
Miami, FL 33193
786.313.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

Aquabella Clubhouse
10401 W 35th Lane
Hialeah, Florida 33018

REGULAR BOARD MEETING

April 24, 2025

6:00 p.m.

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- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
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The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

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The Kansas City Star
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Tacoma | The News Tribune
Tri-City Herald
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The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
142132	599567	Print Legal Ad-IPL01979090 - IPL0197909		\$764.59	2	51L

Attention: Laura J. Archer

Two Lakes Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
LArcher@sdsinc.org

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 REGULAR MEETING SCHEDULE**
NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of the **Two Lakes Community Development District** (the "District") will hold Regular Meetings at the Aquabella Clubhouse located at 10401 W 35th Lane, Hialeah, Florida 33018 at **6:00 p.m.** on the following dates:

**October 24, 2024
November 14, 2024
December 12, 2024
February 27, 2025
March 27, 2025
April 24, 2025
May 22, 2025
June 26, 2025
July 24, 2025
September 25, 2025**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

www.twolakescdd.org
IPL0197909
Oct 10 2024

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

1 insertion(s) published on:

10/10/24

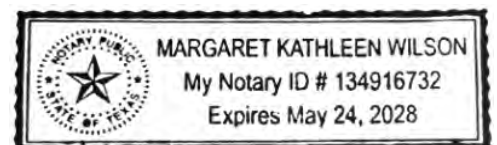
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of two years next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s). The McClatchy Company complies with all legal requirements for publication in chapter 50, Florida Statutes.

Mary Castro

Sworn to and subscribed before me this 10th day of October in the year of 2024

Margaret K. Wilson

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

**TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
APRIL 10, 2025**

A. CALL TO ORDER

District Manager Armando Silva called the April 10, 2025 Special Board Meeting of the Two Lakes Community Development District (the “District”) to order at 6:22 p.m. in the Aquabella Clubhouse located at 10401 W 35th Lane, Hialeah, Florida 33018.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Herald* on April 1, 2025, as legally required.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of the following Board Members constituted a quorum and it was in order to proceed with the meeting: Chairperson Joseph Noriega, Vice-Chairperson Carlos Mendiluze and Supervisor Albert Abreu.

Staff in attendance included: District Manager Armando Silva and Associate District Manager Pablo Jerez of Special District Services, Inc.; and District Counsel Liza Smoker of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

Others in attendance: AJ Kagan of The Bug Doctor of Florida, Miami, FL.

D. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Silva informed the Board that he had obtained a proposal from e-Lighting pertaining to the installation of 14 LED downlights for the palms located near the canopies in the main clubhouse pool area. The installation of the lights would assist security with identifying individuals lounging within the canopies after the clubhouse’s hours of operation. A discussion ensued after which;

A motion was made by Mr. Noriega, seconded by Mr. Abreu and unanimously passed to approve an amount not to exceed \$4,130 for the installation of the 14 LED downlights for the palms located near the canopies in the main clubhouse pool area.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were not comments from the Public at this time.

F. APPROVAL OF MINUTES

The minutes of the March 4, 2025 Regular Board Meeting were presented and the Board was asked if there were any changes, there being no changes, a **motion** was made by Mr. Mendiluze, seconded by Mr. Noriega and passed unanimously approving the minutes of the March 4, 2025 Regular Board Meeting, as presented.

G. OLD BUSINESS.

1. Update Regarding Lake Fountains

Mr. Silva stated that the City of Hialeah is requiring a permit submittal by a General Contractor because the installation of the fountains will require the removal/re-installation of pavers within the pool area in the main clubhouse.

2. Discussion Regarding Parking Rules and Towing (Clubhouses)

Ms. Smoker presented to the Board the proposed District Parking Rules. By adopting specific parking rules for towing, and with authorization, the District could engage a private towing firm and/or use on-site security to have vehicles towed from restricted and marked areas in the District. Ms. Smoker stated that the procedure to adopt rules requires a Notice of Rule Development and also a Notice of a Public Hearing to adopt rulemaking procedures for the establishment of parking rules. A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Abreu and unanimously passed to authorize the District Manager to commence the procedures for rule making authority that would create a rule of the District that would prohibit parking in defined areas in the District (District property); and provide authority of the District (or authorized agent) to tow parked vehicles from unauthorized parking areas, as defined.

3. Discussion Regarding Revisions to the Clubhouse Rules

Mr. Silva presented the Board with a list of Clubhouse Rules and Fees that should be amended pursuant to comments from Clubhouse Management Staff and the Board. A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Abreu and unanimously passed to authorize the District Manager to commence the procedures for the rule making authority that would amend the clubhouse rules and fees.

4. Ratification of VoIPNETICS Services Proposal

Mr. Silva presented the VoIPNETICS Services Proposal which was executed on November 26, 2024. A Discussion ensued after which;

A **motion** was made by Mr. Mendiluze, seconded by Mr. Noriega and unanimously passed approving the VoIPNETICS Services Proposal; and ratifying the District Managers actions on November 26, 2024 pertaining to the execution of the proposal.

5. Update Regarding Agreement for Waste Management Services Agreement with Waste Connections of Florida, Inc.

Mr. Silva stated that he is still waiting on the fully executed agreement from the vendor.

H. NEW BUSINESS

1. Consider Resolution No. 2025-01 – Election of Officers

Mr. Silva presented Resolution No. 2025-01, entitled:

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Silva indicated that due to the recent changes to the Board, it would be in order to re-elect the officers of the District. A discussion ensued after which the following slate of officers was presented for election:

Chairperson – Joseph Noriega

Vice Chairperson – Carlos Mendiluze

Secretary/Treasurer – Armando Silva

Assistant Secretaries – Albert Abreu, Mauricio Jaramillo, Orlando Bracho, Gloria Perez and Nancy Nguyen.

A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and unanimously passed to elect the District’s slate of officers, as stated above.

2. Consider Resolution No. 2025-03 – Designating a Registered Agent

Mr. Silva presented Resolution No. 2025-03, entitled:

RESOLUTION NO. 2025-03

A RESOLUTION OF THE TWO LAKES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING MICHAEL J. PAWELCZYK AS THE DISTRICT’S REGISTERED AGENT AND DESIGNATING THE OFFICE OF BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A. AS THE REGISTERED OFFICE

Mr. Silva explained that Florida Statutes requires that the District designate a registered office and registered agent for the purpose of accepting service of process, notice, or demand that is required by law to be served upon the District. He further explained that it is necessary to designate a new registered agent and update the business address of the registered office. A discussion ensued, after which:

A **motion** was made by Mr. Noriega, seconded by Mr. Abreu and unanimously passed designating Michael J. Pawelczyk as the Two Lakes Community Development District registered agent, and designating the registered office at Billing, Cochran, Lyles, Mauro & Ramsey, P.A., 515 East Las Olas Boulevard, Suite 600, Fort Lauderdale, Florida 33301.

3. Discussion Regarding Coffee Machine for Main Clubhouse

Mr. Silva informed the Board that the automated coffee maker machine was installed within the main clubhouse. The Board requested that the District inquire regarding the installation of a smaller automated coffee machine within the second clubhouse.

4. Discussion Regarding Gym Upgrades

Mr. Silva presented the Board with a new gym equipment layout for both clubhouse gyms along with a proposal for the installation of new gym equipment for both gyms. A discussion ensued after which;

A **motion** was made by Mr. Abreu, seconded by Mr. Mendiluze and unanimously passed approving an amount not to exceed \$55,000 for the installation of new gym equipment for both of the District clubhouses; and thus appoints Mr. Joseph Noriega as the Board liaison authorized to select the gym equipment that will be installed within both clubhouses.

5. Discussion Regarding Aquabella Club Events and Food Truck Safety

This item was tabled to the next meeting.

6. Discussion Regarding Brotherhood Security Proposal – Increased Service Hours

This item was tabled to the next meeting.

7. Discussion Regarding Improvements to the BBQ Area in the Main Clubhouse

This item was tabled to the next meeting.

8. Discussion Regarding Pest Control (Interior and Exterior Clubhouses)

Mr. A.J. Kagan of The Bug Doctor of Florida, introduced himself and provided the Board with an overview of his pest control services. His proposal includes mosquito control traps, interior pest control treatment, exterior pest control treatment and rodent control. A discussion ensued after which;

A **motion** was made by Mr. Noriega, seconded by Mr. Mendiluze and unanimously passed approving the proposal from The Bug Doctor of Florida; and authorizes District Counsel to draft a Pest Control Agreement.

I. ADMINISTRATIVE MATTERS

1. Discussion Regarding Memorandum Regarding the Legal Requirements for Miami-Dade County CDDs Owning/Maintaining Stormwater Management Systems

District Counsel submitted a memorandum advising the District of the legal requirements with owning and maintaining stormwater management systems within Miami-Dade County. Certain permitting requirements are now necessary as well as Operation & Maintenance manuals that are now required to submit to Miami-Dade County.

J. BOARD MEMBERS & STAFF CLOSING COMMENTS

Mr. Silva informed the Board that the Board will meet again on April 24, 2025.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Noriega seconded by Mr. Abreu and passed unanimously to adjourn the Special Board Meeting at 7:30 p.m.

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MOBILE FOOD VENDOR PARKING LOT USE AGREEMENT

THIS MOBILE FOOD VENDOR PARKING LOT USE AGREEMENT (the “Agreement”), made and entered into this ____ day of _____, 2025 (the “Effective Date”), by and between:

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”),

and

_____, a _____,
whose principal address is _____
(the “Mobile Vendor”),

WHEREAS, the District is a local unit of special purpose government established pursuant to and governed by Chapter 190, Florida Statutes; and

WHEREAS, the District is the owner of lands, parking lots, and clubhouse facilities located at 10401 West 35 Lane, Hialeah, Florida 33018 (Folio Number 04-2016-006-3900) (the “Clubhouse No. 1” or “Main Clubhouse”), and clubhouse facilities located at 11061 West 34 Way, Hialeah, Florida 33018 (Folio Number 04-2016-008-7690) (the “Clubhouse No. 2”), known as Aquabella Club within the boundaries of the Two Lakes Community Development District in Miami-Dade County, Florida (collectively, the “Clubhouse Amenities”); and

WHEREAS, the Mobile Vendor desires to use certain areas within the parking lot, which is owned by the District and located within the boundaries of the District, as further described in Exhibit “A” (the “Parking Lot”); and

WHEREAS, the District desires to allow the Mobile Vendor to use the Parking Lot for the purpose of selling food and/or non-alcoholic beverages for human consumption on _____, 202__; and

WHEREAS, the District has indicated a willingness to permit the Mobile Vendor to use the Parking Lot for the described purpose under certain conditions; and

WHEREAS, Mobile Vendor agrees to hold harmless and indemnify the District in connection with the use of the Parking Lot for the use described herein.

W I T N E S S E T H

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and agreements herein and the permission granted by the District to the Mobile Vendor to use the District’s parking

lot for the purposes stated herein, the Mobile Vendor and District agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. **Parking Lot and Use.** The District does hereby grant use to the Mobile Vendor and the Mobile Vendor does hereby accept and take, on a NON-EXCLUSIVE basis, the use of the Parking Lot, to be used by the Mobile Vendor solely for the purpose of selling food and/or non-alcoholic beverages for consumption (“Mobile Vendor Services”) under the conditions set forth in this Agreement.

2.1 Utilize the Parking Lot. The Mobile Vendor may utilize that portion of the Parking Lot agreed to and designated by District Manager or his or her designee for the purpose of Mobile Vendor Services; the Parking Lot does not include use of any other portions of the Clubhouse Amenities including the pool, gym, and bathrooms.

2.2 Use of Equipment. The Mobile Vendor is not allowed to use any other equipment owned by the District without the direct permission of the District Manager or his or her designee. Mobile Vendor shall use its own power supply to operate equipment, and is not allowed to use power outlets of the District. All power supplies shall be protected from vehicular and pedestrian traffic.

2.3 Food and/or Beverages: Mobile Vendor is only permitted to offer food and non-alcoholic beverages for sale. The sale of alcoholic beverages is prohibited.

3. **Term.** The term of this Agreement shall be on _____, 202__, beginning at ____:_____, and ending at ____:_____, unless terminated as provided in Section 6 below.

4. **Conditions of Parking Lot Use.**

4.1 Parking Lot. The Mobile Vendor has inspected the Parking Lot and accepts it in “AS IS” condition. The Mobile Vendor agrees that after use of the Parking Lot in accordance with this Agreement, the Mobile Vendor will return the Parking Lot to the District in a neat and sanitary condition, disposing of all garbage and waste in designated receptacles. The Mobile Vendor shall make no alterations, additions, improvements, or otherwise to the Parking Lot without the express written consent of the District.

4.2 Indemnification and Hold Harmless.

A. In consideration of the premises and the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mobile Vendor shall indemnify, defend, and save harmless District, its officers, agents, servants and employees from and against any kind and all causes, claims, demands, actions, losses, liabilities, settlements, judgments, damages, costs, expenses, and fees (including without limitation reasonable attorney’s and paralegal expenses at both the trial and appellate levels) of whatsoever kind or nature for damages to persons or property to the extent caused in whole or in part by any

negligence, act, omission, or default of the Mobile Vendor, its agents, servants or employees arising from this Agreement or its use and operations on the premises of the Parking Lot.

B. The execution of this Agreement by the Mobile Vendor shall obligate Mobile Vendor to comply with the foregoing indemnification provision, as well as the insurance provisions which are set forth in Section 4.3 of this Agreement. However, the indemnification provision, and the insurance provision are not interdependent of each other, but rather each one is separate and distinct from the other. The obligation of the Mobile Vendor to indemnify the District is not subject to any offset, limitation or defense as a result of any insurance proceeds available to either the District or the Mobile Vendor.

C. The Mobile Vendor acknowledges that the District is a local unit of special purpose government organized under the provisions of Chapter 190, Florida Statutes, that the District is a "State agency or subdivision" as defined in Section 768.28, Florida Statute, and that the District is afforded the protections, immunities, and limitations of liability afforded the District thereunder. Nothing in this Agreement is intended or should be construed as a waiver of the doctrine of sovereign immunity or the protections, immunities and limitations of liability afforded the District pursuant to Section 768.28, Florida Statutes.

D. This indemnification obligations shall survive the expiration or termination of this Agreement to the extent provided for by Florida law.

E. The Mobile Vendor agrees that this indemnification provision is applicable beginning on the Effective Date of this Agreement.

4.3 Insurance.

A. Mobile Vendor shall procure and maintain at its own expense and keep in effect during the full term of the Agreement a policy or policies of insurance which must include the following coverages and minimum limits of liability.

1. Worker's Compensation Insurance for statutory obligations imposed by Florida Workers' Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoreman's and Harbor Worker's Act, the Federal Employers' Liability Act and the Jones Act. Employer's Liability Insurance shall be provided with a minimum of one hundred thousand and xx/100 dollars (\$100,000.00) per accident. Mobile Vendor shall be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
2. Comprehensive General Liability (occurrence form), with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence, Bodily Injury & Property Damage Coverage shall specifically include the following with minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

- a. Premises and Operations;
- b. Independent Contractors;
- c. Product and Completed Operations Liability;
- d. Broad Form Property Damage;
- e. Broad Form Contractual Coverage applicable to the Agreement and specifically insuring the indemnification and hold harmless agreement provided herein.

Mobile Vendor's General Liability policy must include coverage for foodborne illness, slip and falls, trip and falls, and equipment malfunctions.

3. Automobile Liability with the following minimum limits of liability, with no restrictive endorsements:

\$1,000,000 Combined Single Limit, per occurrence

B. Prior to Mobile Vendor's use of the Parking Lot, Mobile Vendor shall submit to District copies of its required insurance coverages, specifically providing that the **Two Lakes Community Development District** (defined to mean the District, its officers, agents, employees, volunteers, and representatives) is an additional insured with respect to the required coverages and the operations of Mobile Vendor to the extent of the liabilities assumed by Mobile Vendor under this Agreement.

C. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then, in that event, Mobile Vendor shall furnish, at least thirty (30) calendar days prior to expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of that period of the Agreement and extension thereunder is in effect. District and Mobile Vendor shall not continue to purchase and sell materials under this Agreement unless all required insurance remains in full force and effect.

D. District does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect Mobile Vendor's interest or liabilities but are merely minimum requirements utilized by the District.

E. Insurance companies selected by Mobile Vendor must be acceptable to District. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to District by certified mail, return receipt requested.

F. The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the state of Florida, with a minimum rating of B+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

G. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against District with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance.

H. Mobile Vendor understands and agrees that any company issuing insurance to cover the requirements contained in this Agreement shall have no recourse against the District for payment or assessments in any form on any policy of insurance.

4.4 Compliance with Laws, Rules, and Regulations. The Mobile Vendor is familiar with and shall comply with all laws of the United States, and of the State of Florida, all ordinances of Hialeah, all rules and requirements of the Police, Fire Departments, or other municipal authorities of Miami-Dade County, local health codes, any other applicable local laws, ordinances and regulations, the Two Lakes Community Development District Rules, the Aquabella Club Club Plan, and the Aquabella Club Club Rules and Regulations, will obtain and pay for all necessary permits and licenses, including but not limited to a health permit from the Florida State Health Department and any City and state tax permits as required, and will not do, nor suffer to be done, anything on said Parking Lot during the term of this Agreement in violation of any such laws, ordinances, rules, or requirements, and if the attention of the Mobile Vendor is called to any such violation on the part of the Mobile Vendor, or any person employed by or admitted to the Parking Lot by the Mobile Vendor, the Mobile Vendor will immediately desist from and correct the violation.

Mobile Vendor shall only locate in the Parking Lot as described in Exhibit A herein, and shall not locate in fire lanes, block the ingress or egress to the area, cause traffic hazards, or block sidewalks, streets, alleys, or otherwise by causing people to congregate at or near the place of Mobile Vendor Services.

4.5 Non-discrimination. The District does not tolerate discrimination in any of its programs, services or activities. Pursuant to Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 and other federal and state authorities, the Mobile Vendor will not exclude from participation in, deny the benefits of, or subject to discrimination anyone on the grounds of race, color, national origin, sex, age, disability, religion, income or family status.

5. General Provisions.

5.1 Evacuation. The District reserves the right, without any liability therefor, to evacuate the Parking Lot during any activity in progress where it is deemed necessary for the safety of the general public, patrons, or guests.

5.2 This Agreement is Non-Exclusive. The Mobile Vendor understands and agrees that during the term of this Agreement, other events may be held in other parts of the Clubhouse Amenities and the facilities in the area of the Parking Lot, and it is understood and agreed that such other events can be held, serviced or moved in or out of the Parking Lot during the term hereof even though they may cause inconvenience to the Mobile Vendor.

5.3 Inspection of Parking Lot. The Mobile Vendor further represents that its representatives and agents have independently inspected the Parking Lot and that the same are in proper condition for the use contemplated in this Agreement.

5.4 Security. The Mobile Vendor acknowledges and understands that District bears no responsibility whatsoever, for negligence of the District, its officials, agents, or employees, for damages to person or property, arising out of the lack or insufficiency of security, safety measures, or protection from vandalism during the Mobile Vendor's use of the Parking Lot.

5.5 Damages to Parking Lot. The Mobile Vendor shall not damage said Parking Lot, and will not make, nor allow to be made any alterations of any kind therein without the District's written permission. Following the use of the Parking Lot, the Mobile Vendor shall return the Parking Lot to the condition the Parking Lot was in prior to Mobile Vendor's use of the Parking Lot. Any damage whatsoever occurring as a result of a breach of this provision shall be the responsibility of the Mobile Vendor.

5.6 No Drive-through Services. Mobile Vendors shall not operate a drive through service.

5.7 Noise. The noise level of mechanical equipment or other equipment used in association with the services of Mobile Vendor shall not be a nuisance.

5.8 Lighting. Any lighting must be inward, downward, and shrouded so that the light source is not directly visible.

5.9 Signage. Signage is limited to signs attached flat to the exterior of the mobile vending structure or equipment.

5.10 Protection against Contamination. Mobile Vendor shall not transport or display food or beverages without adequate protection against contamination. Vehicles and other equipment used for transportation and display shall be kept clean at all times.

5.11 Garbage Receptacles. Mobile Vendor shall provide garbage receptacles for customer use.

5.12 Compensation. Mobile Vendor shall receive no compensation from the District.

5.13 Fire Safety Precautions. Mobile Vendor is aware and will comply with all fire safety regulations. Mobile Vendor will have functioning fire extinguishers at all times. Mobile Vendor will properly store all flammable materials.

5.14 Reporting. Mobile Vendor will immediately report any incidents or safety concerns related to Mobile Vendor or Mobile Vendor Services under this Agreement to the District Manager, or his or her designee.

6. **Termination or Cancellation.** District shall have the right to terminate and rescind this Agreement in its entirety or in part at the option of the District (1) for any reason whatsoever upon the providing of three (3) days' notice to the Mobile Vendor; and (2) notwithstanding Section 8 herein, for cause immediately upon the providing of oral or written notice (including electronic mail or text message) to Mobile Vendor for Mobile Vendor's failure to perform in accordance with the terms of this Agreement. The termination of this Agreement shall not relieve the Mobile Vendor of any liabilities or obligations hereunder which shall have accrued prior to the effective date of cancellation or rescission.

7. **Assignment Prohibited.** This Agreement shall not be assigned, sublet, sold, made a part of a merger, takeover, or sale of a business, or otherwise transferred in any manner whatsoever, by either party, without the prior written consent of the other party endorsed thereon.

8. **Notices.** Unless otherwise stated herein, all notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. **If to the District:** **Two Lakes Community Development District**
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: **Billing, Cochran, Lyles, Mauro & Ramsey, P.A.**
515 East Las Olas Boulevard, Suite 600
Fort Lauderdale, Florida 33301
Attention: Michael J. Pawelczyk, Esq.

B. **If to Mobile Vendor:** _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

9. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Florida, with venue, for purposes of any litigation, lying in Miami-Dade County, Florida.

10. **Entire Agreement.** All terms and conditions of this written Agreement shall be binding upon the parties, their heirs or representatives, and assigns, and cannot be varied or waived by any oral representations or promise of any agent or other person of the parties hereto, unless the same be in writing and mutually signed by the duly authorized agent or agents who execute this Agreement.

11. **Waiver.** No waiver of any covenant or condition or the breach of any covenant or condition of this Agreement shall be taken to constitute a waiver of any subsequent breach of any covenant or condition of this Agreement.

12. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because of conflicts with any provision(s) hereof or any constitution, statute, ordinance, rule, or law or public policy, or for any reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portion of this Agreement or any part thereof.

13. Public Records.

A. Mobile Vendor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services set forth in this Agreement; and
2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Mobile Vendor does not transfer the records to the District; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Mobile Vendor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Mobile Vendor transfers all public records to the District upon completion of the Agreement, the Mobile Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Mobile Vendor keeps and maintains public records upon completion of the Agreement, the Mobile Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be

provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Mobile Vendor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Mobile Vendor, the Mobile Vendor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Mobile Vendor acknowledges that should Mobile Vendor fail to provide the public records to the District within a reasonable time, Mobile Vendor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. IF THE MOBILE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MOBILE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE MOBILE VENDOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

**SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: (561) 630-4922 EXT. 238
EMAIL: BBARBA@SDSINC.ORG**

14. Responsible Vendor Determination. Mobile Vendor is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

15. Scrutinized Company Certification. Mobile Vendor hereby certifies that as of the date below Mobile Vendor is not listed on a Scrutinized Companies list created pursuant to Sections 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to Section 287.135, Florida Statutes, Mobile Vendor further certifies that Mobile Vendor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Mobile Vendor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement. Mobile Vendor understands that this Agreement may

be terminated at the option of the District if Mobile Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

16. Anti-Human Trafficking Affidavit. Mobile Vendor shall provide the District with an affidavit executed by an officer or a representative of the Mobile Vendor under penalty of perjury attesting that the Mobile Vendor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

ATTEST:

**TWO LAKES COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

Chairman/Vice Chair

_____ day of _____, 2025

MOBILE VENDOR:

WITNESS:

_____,
a _____

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

(CORPORATE SEAL)

_____ day of _____, 2025

EXHIBIT A
(Parking Lot)

That certain area not to exceed _____ square feet, located at _____ of the parking lot outside of Clubhouse No. _____, as further described in the diagram attached hereto.

At all times the vehicle should be located a minimum of a 10-foot distance from buildings, trash cans, and anything flammable, and avoid grass, activity fields, and uneven surfaces that could pose trip and fall hazards.



Food Trucks Bring Flavor, But Districts Need to Consider Safeguards

Food trucks have become a familiar sight, offering a convenient and delicious way to grab a bite. But when it comes to allowing them on community property, districts need to take precautions to avoid a potential recipe for disaster. This article offers a helping hand, guiding districts through the process of managing risks and minimizing liabilities associated with food trucks.

Ingredients for a Secure Contract

- **Clear Recipe:** Draft clear and concise contracts outlining roles, responsibilities, insurance requirements, and safety protocols for the food truck vendor. Involve district legal counsel to ensure clarity and enforceability.
- **Hold Harmless and Indemnification:** Include hold harmless provisions insulating the district from losses resulting from the food truck's operations. Additionally, consider indemnification clauses requiring the vendor to compensate the district for associated claims, like accidents involving the food truck.
- **Licenses and Permits:** Don't forget the essential spices! Make sure the contract requires the food truck to maintain the required licenses and permits to operate legally. This ensures compliance with local health codes, safety regulations, and any necessary permits.

Insurance: The Special Sauce

Some things just wouldn't be complete without the special sauce. Here's what districts need to request from these vendors:

- **General Liability Insurance:** This should cover the district in case of bodily injury or property damage claims arising from the food truck's operations, including foodborne illness, slip and falls, or equipment malfunctions. Aim for a minimum coverage of \$1 million per occurrence and \$2 million aggregate, and make sure the district is listed as an **additional insured** on the policy, ideally on a primary and non-contributory basis.
- **Auto Liability Insurance:** Make sure the food truck has auto liability insurance with at least a combined single limit of \$300,000 (though higher is preferred) and again, list the district as an additional insured.
- **Workers' Compensation Insurance:** If the food truck has more than 3 employees, this insurance is usually required and covers medical expenses and lost wages associated with injuries.

Safety Considerations: The Garnish for Success

The final touches are crucial! Here's how to ensure a safe and successful food truck experience:

- **Location, Location, Location:** Strategically choose parking spots for food trucks, considering the following:
 - Maintain a 10-foot distance from buildings, trash cans, and anything flammable.
 - Avoid grass, activity fields, or uneven surfaces that could pose trip and fall hazards.
- **Stop Slips and Falls in Their Tracks:** Ensure vendors can address potential hazards caused by cords, utility connections, and uneven surfaces.
- **Fire Safety Precautions:** Food trucks need to have functioning fire extinguishers and have awareness of fire safety regulations, including proper storage of flammable materials.
- **Waste Not, Want Not:** Determine the need for additional waste disposal options and assign responsibility for their provision.
- **Traffic Flow Finesse:** For large events, consider implementing a parking traffic control plan to prevent vehicles from driving near food trucks.

Know When to Adjust the Menu: Additional Tips and Reminders

- If a vendor refuses to comply with your district's contract and safety requirements, reconsider their participation. Your community's safety is paramount.
- Likewise, if a vendor insists on your district signing *their* agreement, arrange district counsel review to ensure alignment with district requirements and protections.
- If food trucks are part of much a larger scale event, work with your Egis Account Manager to consider the use of a special events insurance policy. Though not a substitute for the vendor's own insurance, these policies may provide an additional layer of protection as more attendees and vendors often translates to a higher potential for incidents.
- Ensure there are clear protocols for reporting and documenting any incidents related to food truck operations, including those involving residents and staff. Promptly report any issues, near misses, and safety concerns to district management and relevant authorities.
- While food trucks can add vibrancy to events, it's important to discourage the sale of alcoholic beverages from these vendors, due to the heightened risks associated with them. Alcohol consumption can create a less safe and welcoming environment and introduces further complexity, including the need to navigate additional risk management measures.

By following these guidelines, districts can enjoy the fun of food trucks while minimizing the risk of burning themselves with potential liabilities. Remember, prevention is key to a successful and enjoyable food truck experience for everyone!

At Florida Insurance Alliance, we understand the risks and hazards found in our member districts. If you have areas of concern or would like one of our knowledgeable loss control consultants to review and assess your food truck agreements, please contact us at riskservices@egisadvisors.com.





2025 Two Lakes Community Development District with Brotherhood Security Services

On-site Security Service from Monday to Sunday	Hour per Week	Pay Rate/Hour	Billing Rate/Hour	Overtime Rate/Hour	Annual Investment
Club House 1 On Site Security	63	\$ 15.00	\$ 23.00		\$ 75,348.00
Club House 2 On Site Security	63	\$ 15.00	\$ 23.00		\$ 75,348.00
	126				\$ 150,696.00
Club House 1 On Site Security				\$ 34.50	\$ 1,656.00
Club House 2 On Site Security				\$ 34.50	\$ 1,656.00
<i>*Observed Holidays: Christmas Day, New Year's Day, Independence Day, Labor Day, Veterans Day, and Thanksgiving Day</i>					\$ 3,312.00
On-Site Security Officer Service Subtotal					\$ 154,008.00

Operational Expenses	Cost per Week	Cost per Month			Annual Investment
Management Service Fee	\$ 100.00	\$ 400.00			\$ 5,200.00
Technology Fee (Smart phone with Security Software)	\$ 40.00	\$ 160.00			\$ 2,080.00
Operational Expenses Subtotal					\$ 7,280.00

On-Site Security Officer Service and Operational Expenses Subtotal	\$ 161,288.00
Total Estimated Annual Investment	\$ 161,288.00
Total Estimated Monthly Investment	\$ 13,440.67
Total Estimated Weekly Investment	\$ 3,101.69

Property access made simple



Property access made simple

Open and manage doors, gates & garages from a smartphone



10,000+
buildings

1,000,000+
apartments

20,000+
5-star reviews

The features you'll love:

- ✓ Intuitive & durable touchscreen
- ✓ Mobile app for iOS and Android
- ✓ Two-way audio & video calling
- ✓ Telephone compatibility
- ✓ Virtual keys for visitor access
- ✓ Single- and recurring-use Delivery PINs
- ✓ Remote door entry & management
- ✓ 365 days of cloud storage
- ✓ Time- and date-stamped entry photos
- ✓ Property management system integrations
- ✓ Access control integrations
- ✓ Smart lock integrations
- ✓ Package management
- ✓ Elevator controls
- ✓ New features & updates
- ✓ 24/7 support



Company Address 44 West 28th Street, 4th Floor, New York, NY 10001

Opportunity Name Aquabella HOA: 10401 West 35th Ln

Prepared By Andrew Armanus

Email andrew.armanus@butterflymx.com

Created Date Apr 2, 2025

Quote Number NAXtHbY5JunQPaz4

Name Vera Rowe

Phone 3057055851

Email vrowe@miamimanagement.com

Bill To Name Aquabella HOA

Ship To Name Aquabella HOA

Bill To 10401 West 35th Lane, Hialeah, FL, United States, 33018

Ship To

Product	Sales price	Quantity	Terms (Yrs)	Total Price	Item Description
2 Year Hardware Warranty	\$0	8	2	\$0	
Reader Software Subscription	\$240	5	1	\$1,200	
Shipping: Small Accessory	\$12	8	-	\$96	
Mullion Reader	\$399	5	-	\$1,995	
2-Door Controller	\$699	3	-	\$2,097	

Annual Subscription	\$1,200
One-Time Total	\$4,188
Total Price	\$5,388

Annual Software Subscription Pricing Includes:

1. ButterflyMX platform maintenance, uptime and hosting
2. 12 months of stored door transactions with time date stamped photos in a searchable cloud based database
3. ButterflyMX platform updates including new features
4. Support and compatibility with current and future smart devices and mobile/tablet operating systems
5. On boarding & training for property managers
6. 16 hour daily live technical support
7. 24/7 remote monitoring of software and hardware

Software Services Include:

1. **Implementation Services** - Includes setup of the Services and initial training for property manager.
2. **Support and Maintenance** - Provider shall provide the Services support and maintenance services set forth in the Property Management Software during the Subscription Term. Does not include maintenance of the hardware Products.

Installation Services:

Installation services will be billed directly by third party, unless ButterflyMX provides installation services.

This Order Form is entered into pursuant to the Standard Terms and Conditions available online at (the "Terms").

Signatures

Accepted & Agreed ButterflyMX Inc. "Provider"		Accepted & Agreed "Subscriber"	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

BUTTERFLYMX - ORDER FORM TERMS

Standard Terms and Conditions. This Order Form is governed by the Terms located at: [\[https://butterflymx.com/property-management-software/\]](https://butterflymx.com/property-management-software/). By executing this Order Form, Customer is (i) acknowledging that Customer has read and understood the Terms, and (ii) agreeing to be bound by the terms and conditions set forth in the Terms. Capitalized terms used but not defined herein have the definitions set forth in the Terms.

Term and Termination. The initial term of Customer's subscription to the Services under this Order Form will be one year starting on the date that the Provider's software is activated at the Customer's site ("Initial Term"). Customer's subscription will automatically renew for successive one-year periods (each, a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew at least thirty (30) days prior to the expiration of the then-current term. Either party may terminate Customer's subscription to the Services under this Order Form for convenience upon 90 days' written notice to the other party.

Fees and Payment. Customer is responsible for providing complete and accurate billing and contact information to Provider and notifying Provider of any changes to such information. If Customer provides credit card information to Provider, Customer authorizes Provider to charge such credit card for all Services listed in this Order Form for the Initial Term and any Renewal Term(s). Such charges will be made in advance, either annually or in accordance with any different billing frequency stated in this Order Form. If this Order Form specifies that payment will be by a method other than a credit card, Provider will invoice Customer in advance and otherwise in accordance with this Order Form. Unless otherwise stated in the Order Form, invoiced fees are due within [thirty] days from the invoice date. Any fees that are not paid when due will accrue interest at 1.5% per month, or at the highest rate permissible by law, whichever is lower. Except as otherwise specified herein or in the Terms, fees are based on Services subscriptions purchased and not actual usage and payment obligations are non-cancelable and fees paid are non-refundable.

Taxes. The fees are exclusive of any applicable sales, use, gross receipts, excise, value-added, personal property, or other similar taxes, which will be separately itemized and payable by Customer. If Provider has the legal obligation to pay or collect any taxes that Customer is responsible for, the appropriate amount will be invoiced to Customer and paid accordingly.

Disputes. Customer may dispute an invoice by providing Provider with written notice to invoices@butterflymx.com and the relevant documentation or information evidencing the error that gave rise to the dispute within thirty days of the invoice date. If Customer does not notify Provider within this timeframe, Customer waives its right to dispute such invoice. Notwithstanding any disputes, Customer will pay any undisputed amount of an invoice on or before the due date. In the event of dispute, the parties will use commercially reasonable efforts to promptly resolve it. Provider can suspend Customer's access to the Services until all undisputed amounts that are due have been paid.

**QUOTE NUMBER**

6130

DATE

April 4, 2025

EXPIRY DATE

October 1, 2025 at 4:00 PM

FROM**Ron Gedeon****ProtectNet Security Corp**

626 RXR Plaza

Uniondale NY 11556

1451 W. Cypress Creek Rd. Ste 383

Ft. Lauderdale 33309

www.protectnet.us**PHONE**

(516) 249-2288

FOR**Butterflymx****TO**

Andrew Armanus

EMAILandrew.armanus@butterflymx.com

Aquabella HOA Butterflymx Intercom System Installation

Scope of Work

Install Butterflymx Access Control system to Clubhouses. Install Power supply, isolation relay, Install (2) Cloud Controllers and (5) Mullion readers for doors. Integrate door strike/mag locks to system. Install UPS power Supply for panels in enclosure. Prep system for app email authentication dedicated to residence addresses and users.

Parts List

Butterflymx Access Control System components to be Provided from Customer Direct Order or channeled through ProtectNet Security Group.

UPS backup, Isolation relays, diodes ethernet cables, enclosures, and all wiring furnished and installed by ProtectNet

Labor for Initial Setup

Installation and infrastructure Setup (Enclosures, Power Supply, EMT Conduit and prep for integration and Individual app programming)



1,500.00

x 1

1,500.00

Total**\$1,500.00**

Payment terms

50% Deposit 50% Due on Completion

2 Year Warranty

2 Year warranty on parts from Butterflymx. 2 year on labor and service.

Licensing and Insurance

ProtectNet Security Corp is Fully Licensed and Insured. Most buildings and Property Management Groups require to be added as an additional insured. Can be provided upon request.

Installation Pictures

Visit our Facebook page to see our latest installations.

<https://www.facebook.com/protectnetcorp>

<https://protectnet.us/butterflymx-video-intercom-system-installation/>

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT
AQUABELLA CLUB CLUB RULES AND REGULATIONS
SECTION 3.5

3.5 Parking Rules.

- 3.5.1** “District Parking Areas” or “Clubhouse Parking” shall include the parking spaces and lots located at the clubhouse at 10401 West 35 Lane, Hialeah, Florida 33018 (Folio Number 04-2016-006-3900) (“Main Clubhouse”), and the clubhouse located at 11061 West 34 Way, Hialeah, Florida 33018 (Folio Number 04-2016-008-7690) (“Clubhouse No. 2”), known as Aquabella Club within the boundaries of the Two Lakes Community Development District (the “District”) in Miami-Dade County, Florida.
- 3.5.2** Any vehicle parked in violation of Section 3.5 of the Aquabella Club Club Rules and Regulations (the “Parking Rules”) as set forth herein may be towed at the vehicle owner’s expense by a towing contractor approved by the District Board of Supervisors, subject to the provisions of applicable ordinances of Miami-Dade County and Florida Statutes. “No Parking” signs shall be installed at the location of towing areas in accordance with the requirements of applicable ordinances of Miami-Dade County and Florida Statutes. All other traffic and parking rules and regulations of Miami-Dade County or the State of Florida, including the requirements of Chapter 316, Florida Statutes, are to be enforced by local law enforcement agency having jurisdiction thereof.
- 3.5.3** Except as otherwise provided by resolution of the Board of Supervisors, on-street parking is prohibited twenty-four (24) hours a day, seven (7) days a week on all District streets, roadways, thoroughfares, or rights-of-way and on all other District property.
- 3.5.4** Parking within the District Parking Areas on District property is prohibited from the hours of 11:15 p.m. through 4:45 a.m., seven (7) days per week. Section 3.5.4 herein shall not be enforced on federal holidays.
- 3.5.5** Parking is prohibited upon or within all non-paved District property including, but not limited to, grassed swales and landscaped areas within or adjacent to any District’s right-of-way. This prohibition shall remain in effect twenty-four (24) hours per day, seven (7) days per week.
- 3.5.6** No vehicle which cannot operate on its own power, derelict vehicles, vehicles with expired plates, or vehicles with fluid or oil leaks shall remain on District right-of-way or District property for more than twelve (12) hours.
- 3.5.7** No commercial vehicle, recreational vehicle, boat, trailer, including but not limited to boat trailers, house trailers, and trailers of every other type, kind or description,

or camper, may be kept on District right-of-way or District property. The term “commercial vehicle” shall not be deemed to include recreational or sport utility vehicles commonly referred to as SUVs up to 21’5” in length or clean “non-working” vehicles such as pick-up trucks, vans, or cars if they are used by the owner on a daily basis for normal transportation. Notwithstanding any other provision in these Parking Rules to the contrary, the foregoing provisions shall not apply to commercial vehicles or construction vehicles currently being used in connection with the official events and activities of the District, approved by the District in writing, or with the construction, improvement, installation, or repair of District rights-of-way or any other District-owned or District-maintained property or facilities.

- 3.5.8** Marked law enforcement or other emergency vehicles are exempt from the Parking Rules. Owners/residents who are law enforcement or emergency services officials may not leave their law enforcement or other emergency vehicles in District parking areas described in Rules 3.5.3 to 3.5.5, unless they are performing official duties at that location.
- 3.5.9** The enforcement of these Parking Rules may be suspended in whole or in part for specified periods of time, as determined by the District.
- 3.5.10** No vehicle maintenance or repair shall be permitted over or on any portion of the District road rights-of-way or other District property.
- 3.5.11** Anyone operating a motor vehicle upon District road right-of-way shall do so in accordance with Florida law and posted speed limits and traffic regulations.
- 3.5.12** If District property is damaged or in need of repair as a result of violation of these rules, the District will provide an invoice to the property owner who is in violation for the reasonable cost of repair. In the event the invoice remains unpaid, the charges for the repair shall be added to the Operating and Maintenance assessment attributable to the violator’s property within the District on the next ensuing tax bill.

EXHIBIT B

TWO LAKES COMMUNITY DEVELOPMENT DISTRICT

PARKING RULES ENFORCEMENT AREAS

Main Clubhouse



Second Clubhouse



MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: February 10, 2025

RE: Stormwater system legal requirements update

As district counsel, throughout the year we continuously monitor state legislation and municipal and county ordinances that may be applicable to the governance and operation of our special district clients. Below is a summary of the current stormwater system requirements for Miami-Dade County, Florida (which include requirements imposed statewide by the Florida legislature, requirements for systems within the jurisdiction of the South Florida Water Management District (SFWMD), and requirements exclusive to Miami-Dade County imposed by county ordinances). We suggest that you review the legal requirements with the district engineer of each special district to ensure that appropriate inspections, reporting and funding for the applicable stormwater management system are in place.

2021 Requirements for Districts with Stormwater Systems:

In 2021, the Florida legislature created Section 403.9302, Florida Statutes, which required that local governments, including special districts, develop a 20-year needs analysis of the stormwater management system. This required each special district to provide a report no later than June 30, 2022, to the county in which the special district was located providing the following:

- (1) Description of stormwater management program or system and its facilities and projects;
- (2) Number of current and projected residents served in 5-year increments;
- (3) Current and projected service area for stormwater management program and system;
- (4) Current and projected costs of providing services in 5-year increments;
- (5) Estimated remaining useful life of facility or its major components;
- (6) Recent 5-year history of annual contributions and capital expenditures for maintenance or expansion; and
- (7) Special district's plan to fund the maintenance or expansion of the facility or its major components.

Each county was required to compile and submit a cumulative report to the state. Thereafter, the state issued a comprehensive report on its findings. Unless a further change in state legislation occurs, each special district must submit this stormwater management needs report again on **June 30, 2027**.

New Requirements for Districts with Stormwater Systems:
Chapter 2024-275, Laws of Florida

During this past legislative session, the state enacted Chapter 2024-275, effective June 28, 2024, known as the Florida Stormwater Ratification Bill, which codified several significant changes to the Environmental Resource Permit Handbook promulgated by the Florida Department of Environment Protection (FDEP) (the “FDEP Handbook”).

Operation and Maintenance Plan:

As it relates to stormwater management systems, the FDEP Handbook requires that an applicant for construction, alteration or operation of a stormwater management system shall provide a written operation and maintenance plan (“O&M Plan”) at the time of application. The O&M Plan shall provide the following:

- (1) List and details of all stormwater system components, including location, type, how systems connect, etc.;
- (2) List and description of maintenance and inspection tasks for the system and its components (specific procedures provided);
- (3) Regular inspection and maintenance schedules;
- (4) Inspection checklists;
- (5) Copies of or references to pertinent sections of covenants, conditions, restrictions or other documents, permits approvals, and agreements that govern operation and maintenance of the stormwater system; and
- (6) Permitted or as-built plans of the stormwater system.

The O&M Plan must also include a list of after-hours telephone numbers for key maintenance personnel in case of emergencies and information necessary for reviewing copies of maintenance and inspection records. This O&M Plan must be maintained by the operation and maintenance entity, and if a third party performs the operation and maintenance, the permittee remains responsible for all the requirements.

Additional Inspections and Reports – Florida Requirements:

The new legislation also requires additional inspections and reports from districts with stormwater infrastructure. The FDEP Handbook provides that the applicant may propose a maximum frequency of inspections for a stormwater system of **5 years**, but FDEP may determine that the stormwater system requires a greater minimum frequency of inspections and includes a chart of the type of system and the inspection frequency for that system, which could require yearly inspections. The stormwater management system inspections conducted on or after **June 28, 2025**, require a qualified inspector to conduct the inspection and submit the reports. FDEP also has adopted additional requirements for each regional water management district, including the South Florida Water Management District (SFWMD). These additional requirements, including the inspection checklist, are available on SFWMD’s website (www.sfwmd.gov), which provides for the reporting requirements and signature of the inspector. The inspection report shall be submitted within **30 days** of the date of the inspection.

Transfer of Permits for Stormwater Management Systems:

Based on this new legislation and the requirements for permit applications, prior to the acceptance of the transfer of any permit for the stormwater management system, the district manager should obtain the O&M Plan from the developer and confirm that the above requirements have been met. Additionally, the district manager will need to budget for the required inspections and reporting by a qualified inspector.

New Requirements for Districts located in Miami-Dade County

Additional Inspections and Reports – Miami-Dade County Requirements:

In Miami-Dade County, the County Commission enacted an ordinance imposing new stormwater management reporting and inspection requirements which commence **3 years** after adoption of the ordinance (**September 4, 2027**). These new ordinance amendments require owners and operators of stormwater management systems that connect to or drain into a public right-of-way drainage infrastructure to certify the stormwater system and submit an asset inventory of the stormwater system and structures, inspections/maintenance records, and maintenance standard operating procedures to the County. After the first certification, the stormwater management system will need to be certified every **10 years thereafter**, unless the County determines an earlier recertification is required.

If the requirements above apply to the special district, the district manager should discuss with the district engineer the anticipated costs of certifying the stormwater system, including the asset inventory of the structures, maintenance standard operating procedures and maintenance report formats to comply with the new County requirements.

Miami-Dade County Class V Dewatering Permits:

Additionally, the Miami-Dade County Commission amended the code of ordinances to require **Class V permits** for dewatering operations associated with the cleaning and maintenance of stormwater management systems. Dewater means to discharge either on- or off-site water from an excavation, underground structure, or depressed lands, which includes the cleaning of stormwater infrastructure systems in the special districts. Presently, a special district, or its contractor, will need to apply for and obtain a permit from Miami-Dade County Department of Environmental Resource Management (DERM) prior to the stormwater cleaning. Previously, the special district did not have to obtain a permit from DERM to perform stormwater structure cleaning. There are multiple costs involved, which vary depending upon the length of time of the permit. According to the information provided by DERM, the fee for a one-year permit is \$2,150, as provided on the permit application form. The permit must be issued before work commences, otherwise there will be fines equal to double the permit cost imposed by Miami-Dade County. It is imperative that the permit be issued, and that this requirement is included in the agreement with a contractor. There are also other requirements that the contractor will need to adhere to as a part of the cleaning of the stormwater system under the permit, including, but not limited to, a description of the portion of the infrastructure to be cleaned, the equipment to be used for cleaning,

the standard operating procedure for the cleaning, details and specifications of required pre-treatment system if discharged into same stormwater infrastructure, information on how the filtrate will be collected, transported, and disposed of, details for the authorized facility where the solid content of the truck will be transported, visual inspection of the drainage structure and content for signs of contamination, and proper use of the equipment.

Recommendation

Taking all of these current and new requirements into account, it would benefit the special district for the district engineer to review the current stormwater management systems, including having the district engineer make a determination of: whether mapping is required to identify the location of the stormwater infrastructure, the current condition of the infrastructure, the required maintenance of the system, a maintenance plan, the estimate for the future needs of the stormwater system as a whole and the estimated costs for the regular maintenance (including permit costs) and future capital costs.